

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

	X
TRANSCIENCE <i>et al</i>	:
Plaintiffs	:
:	Index No.: 13-cv-6642 (ER)
-versus-	:
	:
BIG TIME TOYS, LLC	:
Defendant	:
	X
	X
BIG TIME TOYS, LLC	:
Plaintiffs	:
:	:
-versus-	:
	:
TRANSCIENCE <i>et al</i>	:
Defendant	:
	X

**PLAINTIFF'S RESPONSE VERDCIT SHEET**

Plaintiff Yolanda von Brauhut hereby responds to Defendant's proposed verdict sheet and submits to the Court this revised version of Plaintiff's Proposed Verdict Sheet.

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**PLAINTIFF'S REVISED VERDICT SHEET**

**1) Do you find you find the plaintiff has proven by a preponderance of the evidence that the contract between the parties did NOT apply the money paid by the defendant to the plaintiff for the purchase of Sea-Monkeys® pouches to the Initial Purchase Price?**

Yes \_\_\_\_\_ No \_\_\_\_\_

If you answered "No" proceed to Question 5.

If you answered "Yes" proceed to the next question.

**2) Do you find you find the plaintiff has proven by a preponderance of the evidence that the contract between the parties was terminated in accordance with the terms of the contract between the parties?**

Yes \_\_\_\_\_ No \_\_\_\_\_

If you answered "No" proceed to Question 5.

If you answered "Yes" proceed to the next question.

3) Do you find the plaintiff has proven by a preponderance of the evidence that the defendant infringed upon the plaintiff's trademarks relating to the Sea-Monkeys® name brand?

Yes \_\_\_\_\_ No \_\_\_\_\_

If you answered "No" proceed to Question 4.

If you answered "Yes" proceed to Question 8.

4) Do you find the plaintiff has proven by a preponderance of the evidence that the defendant was unjustly enriched at the expense of the plaintiff?

Yes \_\_\_\_\_ No \_\_\_\_\_

If you answered "No" you are to STOP here.

If you answered "Yes" proceed to Question 8.

5) Do you find the defendant has proven by a preponderance of the evidence that the plaintiff did not perform her contractual obligations in such a way that she has breached the agreement between the parties?

Yes \_\_\_\_\_ No \_\_\_\_\_

If you answered "No" you are to STOP here.

If you answered "Yes" proceed to Question 6.

6) Do you find the defendant has proven by a preponderance of the evidence that the defendant was actually damaged by the actions of the plaintiffs?

Yes \_\_\_\_\_ No \_\_\_\_\_

If you answered "No" then you may award defendant up to \$1 in nominal damages by filling in the amount here: \$ \_\_\_\_\_ then STOP here. If you answered "Yes" proceed to Question 7.

7) How much do you award the defendant in compensatory damages?

\$ \_\_\_\_\_

You are to STOP here.

8) Do you find the plaintiff has proven by a preponderance of the evidence that the plaintiff was actually damaged by the defendant's actions?

Yes \_\_\_\_\_ No \_\_\_\_\_

If you answered "No," then you may award plaintiff up to \$1 in nominal damages by filling in the amount here: \$ \_\_\_\_\_ then STOP here. If you answered "Yes," proceed to Question 9.

9) How much do you award the plaintiffs in compensatory damages?

\$ \_\_\_\_\_

Proceed to Question 10.

10) Do you find the plaintiff has proven the defendant acted maliciously and/or recklessly and/or willfully with respect to plaintiff's Sea-Monkeys® name brand trademarks?

Yes \_\_\_\_\_ No \_\_\_\_\_

If you answered "No," you are to STOP here. If you answered "Yes," proceed to Question 11.

11) How much, if anything, do you award the plaintiff in punitive damages?

\$ \_\_\_\_\_

Dated: May \_\_\_\_\_, 2017  
**Manhattan, New York**

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**FOREPERSON**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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X

**CERTIFICATE OF SERVICE**

I hereby certify that on or about April 17<sup>th</sup> 2017, I caused a true and correct copy of the foregoing **Plaintiff's Revised Verdict Sheet** to be filed with the Clerk of the Court for Southern District of New York (**SDNY**) via the Electronic Case Filing (**ECF**) system of the **SDNY** thereby giving service of notice to:

Epstein Becker & Green, P.C.  
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*Attorneys for Transcience et al*

Dated: April 17<sup>th</sup> 2017